

UNITED STATES BANKRUPTCY COURT

Northern District of California

In re DEBBIE SIMONE ALVARADO and JAMES ALFRED ALVARADO
DebtorCase No. 12-45924-WJL

Chapter 13

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

BAYVIEW LOAN SERVICING, LLC AS SERVICING AGENT FOR THE BANK
OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN
TRUST 2005-57CB, MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2005-57CB

Name of creditor: _____

Court claim no. (if known): _____

Last four digits of any number
you use to identify the debtor's
account:

4 1 7 1

Date of payment change:

11/01/2015Must be at least 21 days after date of
this notice

mm/dd/yyyy

New total payment:

\$ 2,007.97

Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☒ No

☐ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____%

New interest rate: _____%

Current principal and interest payment: \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

☐ No

☒ Yes Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: *

Current mortgage payment: \$ 1,526.25New mortgage payment: \$ 2,007.97

*Pursuant to Section 3 of the InterestFirst + Note, dated September 26, 2005 and attached to this Notice, the monthly principal and interest mortgage payment will increase from \$1,190.67 to \$1,724.02 effective November 1, 2015 as the Note's (10) year interest only period, which began on November 1, 2005, will expire on October 31, 2015. Effective November 1, 2015, the total new mortgage payment will include a principle component and will be in the amount of \$2,007.97, which includes an escrow component of \$283.95 and a principal and interest component of \$1,724.02.

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Edward G. Schloss Date 10/02/2015
 Signature mm/dd/yyyy

Print: Edward G. Schloss Title Claimant's Attorney
 First Name Middle Name Last Name

Company Edward G. Schloss Law Corporation

Address 3637 Motor Avenue, Suite 220
 Number Street

 Los Angeles CA 90034
 City State ZIP Code

Contact phone (310) 733-4488 Email egs2@ix.netcom.com

InterestFirst+ NOTE
(Fixed Interest Rate, With Initial Period of Interest Only Payments)

SEPTEMBER 26, 2005
[Date]

FOLSOM,
[City]

CALIFORNIA
[State]

300 NORTH CIVIC DRIVE #406
WALNUT CREEK, CA 94596
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 243,200.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payments on the first day of each month beginning on NOVEMBER 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on OCTOBER 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 950 IRON POINT ROAD, SUITE 240
FOLSOM, CA 95630

or at a different place if required by the Note Holder. My monthly payments will be applied to interest before Principal.

(B) Amount of My Monthly Payments During the Interest Only Period

My monthly payment will be in the amount of U.S. \$ 1,190.67 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 1,724.87. The Note Holder will notify me prior too the date of change in monthly payment.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

LOAN NO. : [REDACTED]

MULTISTATE IntrestFirst FIXED RATE NOTE - Single Family - Fannie Mae UNIFORM INSTRUMENT
DRAW.0101.MX.CVL.10.NOTE.3271.1.WPF (OPSSHARE\0101DOCS\NOTES\CVL\MXFN3271.10)

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10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payments in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS INC.

WITHOUT RECOURSE

COUNTRYWIDE BANK, N.A.

BY:

Laurie Meder
LAURIE MEDER
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY:

David A. Spector
David A. Spector
Managing Director

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Debbie S. Williams
DEBBIE S. WILLIAMS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

MIN NO.

MERS Telephone:

Loan No:

MULTISTATE IntrestFirst FIXED RATE NOTE - Single Family - Fannie Mae UNIFORM INSTRUMENT
DRAW.0101.MX.CVL.10.NOTE.3271.3.WPF (OPSShare\0101DOCS\NOTES\CVL\MXFN3271.10)

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Pay to the order of

~~Countrywide Bank, N.A.~~

without Recourse

SIERRA PACIFIC MORTGAGE COMPANY INC.

M.L. Armstrong, Assistant Secretary

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I am a resident of Los Angeles County, I am over the age of 18 and not a party to the within action; my business address is 3637 Motor Ave., Suite 220, Los Angeles, CA 90034.

DEBTORS' ATTORNEY: Joan M. Grimes joangrimeslaw@gmail.com,
grimesecf@gmail.com

CHAPTER 13 TRUSTEE: Martha G. Bronitsky 13trustee@oak13.com

U.S. TRUSTEE: Office of the U.S. Trustee/Oak USTPRegion17.OA.ECF@usdoj.gov,
ltroxas@hotmail.com

DEBTORS:
DEBBIE SIMONE ALVARADO
JAMES ALFRED ALVARADO
460 N. CIVIC DRIVE #406
WALNUT CREEK, CA 94596

I certify under penalty of perjury that the foregoing is true and correct.

Executed on October 2, 2015 at Los Angeles, California.

Z:\LAW FILES\ROG\POS\ALVARADO, WILLIAMS.PaymentChange.POS.B25243.wpd